

**Amendment  
To the  
Interconnection Agreement  
Between  
Network Telephone Corporation  
and  
BellSouth Telecommunications, Inc.  
Dated June 20, 2003**

Pursuant to this Amendment, (the "Amendment"), Network Telephone Corporation (Network Telephone), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 20, 2003 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Network Telephone entered into the Agreement on June 20, 2003, and;

WHEREAS, BellSouth and Network Telephone are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004; and

WHEREAS, BellSouth and Network Telephone are amending the Agreement to modify Network Telephone's Notices Information;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit A of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
2. The Parties agree to add the following language as Sections 4.1.1 and 5.6.4 of Attachment 2:
  - In addition to other charges specified in this Agreement for Local Number Portability Network Telephone shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;
3. The Parties agree to modify Section 20.1 of General Terms and Conditions to delete Network Telephone's information in its entirety and replace with the following:

**Network Telephone Corporation**

3300 N. Pace Boulevard  
Pensacola, Florida 32505  
Attn: Margaret Ring  
Director, Regulatory Affairs  
Tel: (850) 465-1748  
Fax: (850) 470-9641

with a copy to:

Friend, Hudak & Harris, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346  
Attn: Charles A. Hudak, Esq.  
Tel: (770) 399-9500  
Fax: (770) 395-0000

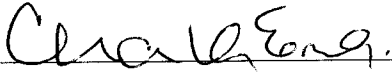
4. All of the other provisions of the Agreement dated June 20, 2003 shall remain unchanged and in full force and effect.
5. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

**Network Telephone Corporation**

By: 

By: 

Name: Kristen E. Rowe

Name: Charles A. Emley

Title: Director

Title: EVP

Date: 06/08/04

Date: 6 01 2004